

**COMPREHENSIVE NUTRITION PROJECT (CNP)**  
**BEST VALUE BID**  
**BID NO. A879-05**  
**List of Senior Nutrition Centers**

**Attachment I**

<b>Bethany United Methodist Church</b> Phone -- 655-5473 4102 Eisenhower (78218)	<b>Bethel Senior Center</b> Phone -- 433-3599 227 S. Acme Rd (78237)
<b>Blanco Apartments</b> Phone -- 732-9697 906 W. Huisache (78201)	<b>Casa De Amistad Apartments</b> Phone -- 737-1054 155 De Chantle. (78201)
<b>Casa De Esperanza Apartments</b> Phone -- 737-1054 8886 Abe Lincoln Rd. (78240)	<b>Christ the King Church</b> Phone -- 434-3027 2610 Perez St. (78207)
<b>Claude W. Black Center</b> Phone -- 226-8561 2805 E. Commerce (78203)	<b>Comanche Park #2 (Aldersgate)</b> Phone -- 333-0414 2600 Rigsby (78222)
<b>Crestview Baptist Church</b> Phone -- 655-7451 8101 Eaglecrest Blvd. (78239)	<b>El Carmen Senior Center</b> Phone -- 626-2485 18555 Leal Rd. (78221)
<b>Ella Austin Community Center</b> Phone -- 224-2351 1023 N. Pine (78202)	<b>Fair Avenue Apartments</b> Phone -- 532-4777 1215 Fair Ave. (78223)
<b>Frio Crossing Apartments</b> Phone -- 737-1054 3500 Camino Real (78238)	<b>George Cisneros Apartments</b> Phone -- 432-4787 3003 Weir Ave. (78226)
<b>Good Shepherd Lutheran Church</b> Phone -- 333-0460 1630 Goliad Rd. (78223)	<b>Granada Apartments</b> Phone -- 225-2645 311 S. St. Mary's (78205)
<b>Harlandale Senior Center</b> Phone -- 924-4771 115 W. Southcross (78221)	<b>Holy Family Catholic Church</b> Phone -- 433-4265 152 Florencia (78228)
<b>Hope of Glory</b> Phone -- 928-1818 339 W. Hutchins (78221)	<b>Jewett Circle Apartments</b> Phone -- 433-1802 425 SW 34th St. (78237)
<b>Kenwood Community Center</b> Phone -- 732-0361 305 Dora St. (78212)	<b>Legacy @ O'Connor Apartments</b> Phone -- 590-4177 13842 O'Connor (78233)
<b>Legacy @ Science Park Apartments</b> Phone -- 737-1054 5803 Ingram (78228)	<b>Madonna Apartments</b> Phone -- 342-6095 7710 Madonna (78216)
<b>Matt Garcia Apartments</b> Phone -- 333-0414 6114 Pecan Valley Dr. (78223)	<b>Meadowood Acres</b> Phone -- 677-0954 12703 Cinco de Mayo (78252)

**COMPREHENSIVE NUTRITION PROJECT (CNP)**  
**BEST VALUE BID**  
**BID NO. A879-05**  
**List of Senior Nutrition Centers**

**Attachment I**

<b>Mission San Jose</b> Phone -- 923-8681 701 E. Pyron (78214)	<b>New Mt. Pleasant Baptist Church</b> Phone -- 225-7907 1639 Hays St. (78202)
<b>Nueces Bend Apartments</b> Phone -- 737-1054 3503 Camino Real Rd. (78238)	<b>O'Keefe Gardenbrook Apartments</b> Phone -- 674-7847 8734 Gardenbrook (78245)
<b>OP Schnabel Apartments</b> Phone -- 226-8561 919 S. Main Avenue (78204)	<b>Our Lady of Angels Catholic Church</b> Phone -- 923-6270 1212 Stonewall (78211)
<b>Our Lady of Guadalupe Catholic Church</b> Phone -- 223-5738 1321 El Paso (78207)	<b>Our Lady of Sorrows Church</b> Phone -- 733-1247 3107 N. St. Mary's St. (78212)
<b>Oxford Methodist Church</b> Phone -- 696-0192 9655 Huebner Rd. (78240)	<b>Palacio del Sol</b> Phone -- 224-0442 400 N. Frio (78207)
<b>Parkview Apartments</b> Phone -- 732-8201 114 Hickman St. (78212)	<b>Pecan Hill Apartments</b> Phone -- 821-6800 1600 W. Lawndale Dr. (78209)
<b>Pin Oak</b> Phone -- 342-0333 7190 Oaklawn (78229)	<b>Presa Senior Center</b> Phone -- 532-5295 3721 S. Presa St. (78210)
<b>Rolling Oaks Baptist Church</b> Phone -- 590-4177 6401 Wenzel @ Toepperwein (78233)	<b>Roseville Apartments</b> Phone -- 804-9405 or 337-6925 4139 E. Houston St. (78220)
<b>Sacred Heart Church</b> Phone -- 226-3536 2123 W. Commerce St. (78207)	<b>Salvation Army – Homeless</b> Phone -- 226-2291 226 Nolan (78202)
<b>Salvation Army – Hope Center</b> Phone -- 352-2000 or 352-2010 515 W. Elmira St. (78212)	<b>Salvation Army (Peacock Center)</b> Phone -- 733-0665 2810 W. Ashby (78201)
<b>San Juan De Los Lagos Church</b> Phone -- 434-6361 or 433-9722 3231 El Paso St. (78207)	<b>Somerset Senior Center</b> Phone -- 1-830-429-3442 or 701-3143 19375 “K” St. (P. O. Box 752), Somerset, TX (78069)
<b>South San Senior Center</b> Phone -- 924-4691 503 Lovett (78211)	<b>St. Agnes Catholic Church</b> Phone -- 223-1603 804 Ruiz St. (78207)
<b>St. Alphonsus Church</b> Phone -- 432-8311 1200 S. Rosillo (78207)	<b>St. Andrew's United Methodist Church</b> Phone -- 821-6800 722 Robinhood (78209)

**COMPREHENSIVE NUTRITION PROJECT (CNP)**  
**BEST VALUE BID**  
**BID NO. A879-05**  
**List of Senior Nutrition Centers**

**Attachment I**

<b>St. Anthony Catholic Church</b> <b>Phone -- 635-8570</b> <b>16432 Kilowatt, Elmendorf, Texas (78112)</b>	<b>St. Anthony de Padua</b> <b>Phone -- 821-6800</b> <b>102 Lorenz (78209)</b>
<b>St. Bonaventure Catholic Church</b> <b>Phone -- 923-0899</b> <b>1918 Palo Alto Rd. (78211)</b>	<b>St. Henry's Catholic Church</b> <b>Phone -- 924-4771</b> <b>1619 S. Flores (78205)</b>
<b>Jardin de St. James</b> <b>Phone -- 532-9239</b> <b>420 Nunes (78225)</b>	<b>St. Jude's Catholic Church</b> <b>Phone -- 432-8814</b> <b>130 S. San Augustine Ave. (78237)</b>
<b>St. Margaret Mary's Church</b> <b>Phone -- 532-4777</b> <b>1314 Fair Ave. (78223)</b>	<b>St. Mary Magdalen Church</b> <b>Phone -- 735-2897 or 735-3700</b> <b>1710 Clower (78201)</b>
<b>St. Matthews Catholic Church</b> <b>Phone -- 691-8947</b> <b>10703 Wurzbach (78230)</b>	<b>St. Timothy Catholic Church</b> <b>Phone -- 432-4477</b> <b>1515 Saltillo (78207)</b>
<b>St. Vincent de Paul</b> <b>Phone -- 670-1800</b> <b>4222 SW Loop 410 (78227)</b>	<b>Sun Park Apartments</b> <b>Phone -- 661-3228</b> <b>4523 Lavendar Lane (78220)</b>
<b>Sunshine Park Apartments</b> <b>Phone -- 435-1051</b> <b>455 E. Sunshine (78228)</b>	<b>Victoria Plaza Apartments</b> <b>Phone -- 225-3086</b> <b>411 Barrera (78210)</b>
<b>Villa Alegre Apartments</b> <b>Phone -- 675-6411</b> <b>6902 Marbach (78227)</b>	<b>Villa O'Keefe Apartments</b> <b>Phone -- 333-0414</b> <b>2106 S WW White Rd. (78222)</b>
<b>Villa Tranchese Apartments</b> <b>Phone -- 226-2247</b> <b>307 Marshall St. (78212)</b>	<b>Virginia Gill Community Center</b> <b>Phone -- 675-2123</b> <b>7902 Westshire (78227)</b>
<b>Walnut Apartments</b> <b>Phone -- 349-1076</b> <b>3822 West Ave. (78213)</b>	<b>West End Park Senior Center</b> <b>Phone -- 737-1054</b> <b>1226 N. W. 18th St. (78201)</b>

**COMPREHENSIVE NUTRITION PROJECT (CNP)  
BEST VALUE BID  
BID NO. A879-05**

**ALL OR NONE BID MEAL DELIVERY SITES AND ADDRESSES**

Harlandale Senior Nutrition Center  
115 West Southcross  
San Antonio, Texas 78221

St. Anthony Senior Nutrition Center  
16432 Kilowatt  
Elmendorf, Texas 78112

Westend Park Senior Nutrition Center  
1226 N.W. 18<sup>th</sup> St.  
San Antonio, Texas 78201

Comanche Park Senior Nutrition Center  
2600 Rigsby  
San Antonio, Texas 78222

St. Vincent de Paul Senior Nutrition Center  
4222 SW Loop 410  
San Antonio, Texas 78227

Ella Austin Senior Nutrition Center  
1023 N. Pine St.  
San Antonio, Texas 78202

Bethel Senior Nutrition Center  
227 S. Acme Rd.  
San Antonio, Texas 78237

Our Lady of Angels Senior Nutrition Center  
1212 Stonewall  
San Antonio, Texas 78211

South San Senior Nutrition Center  
503 Lovett  
San Antonio, Texas 78211

St. Agnes Senior Nutrition Center  
804 Ruiz  
San Antonio, Texas 78207

Claude Black Senior Nutrition Center  
2805 E. Commerce Street  
San Antonio, Texas 78203

Holy Family Senior Nutrition Center  
152 Florencia  
San Antonio, Texas 78228

St. Matthew Senior Nutrition Center  
10703 Wurzbach  
San Antonio, Texas 78230

Salvation Army Peacock Senior Nutrition Center  
2810 W. Ashby  
San Antonio, Texas 78201

St. Mary Magdellan Senior Nutrition Center  
1710 Clower  
San Antonio, Texas 78201

Kenwood Community Senior Nutrition Center  
305 Dora St.  
San Antonio, Texas 78212

Palacio del Sol Senior Nutrition Center  
400 N. Frio  
San Antonio, Texas 78207

El Carmen Senior Nutrition Center  
18555 Leal Rd.  
San Antonio, Texas 78221

Sacred Heart Senior Nutrition Center  
2123 W. Commerce Street  
San Antonio, Texas 78207

Somerset Senior Nutrition Center  
19375 "K" St. (P.O. Box 752)  
Somerset, Texas 78069

**COMPREHENSIVE NUTRITION PROJECT (CNP)  
BEST VALUE BID  
BID NO. A879-05**

**SENIOR NUTRITION CENTERS RECEIVING BULK MEALS**

<b><u>Delivery Site</u></b>	<b><u>Bulk Meals Provided To:</u></b>
Claude Black Senior Nutrition Center	Claude Black Senior Nutrition Center Presa Senior Nutrition Center
St. Matthew Senior Nutrition Center	St. Matthew Senior Nutrition Center
St. Mary Magdalen Senior Nutrition Center	St. Mary Magdalen Senior Nutrition Center
Palacio del Sol Senior Nutrition Center	Palacio del Sol Senior Nutrition Center
Sacred Heart Senior Nutrition Center	Sacred Heart Senior Nutrition Center
St. Anthony Senior Nutrition Center (Elmendorf, Tx)	St. Anthony Senior Nutrition Center
Harlandale Senior Nutrition Center	Harlandale Senior Nutrition Center Hope of Glory Senior Nutrition Center St. Bonaventure Senior Nutrition Center Mission San Jose Senior Nutrition Center
Salvation Army Peacock Senior Nutrition Center	Salvation Army Peacock Senior Nutrition Center
Holy Family Senior Nutrition Center	Holy Family Senior Nutrition Center
South San Senior Nutrition Center	South San Senior Nutrition Center St. James Senior Nutrition Center
Kenwood Senior Nutrition Center	Kenwood Senior Nutrition Center
Ella Austin Senior Nutrition Center	Ella Austin Senior Nutrition Center
St. Vincent de Paul Senior Nutrition Center	St. Vincent de Paul Senior Nutrition Center O'Keefe Gardenbrook Apartments
Our Lady of Angels Senior Nutrition Center	Our Lady of Angels Senior Nutrition Center

**COMPREHENSIVE NUTRITION PROJECT (CNP)  
BEST VALUE BID  
BID NO. A879-05**

**SENIOR NUTRITION CENTERS RECEIVING BULK MEALS Cont.**

**Delivery Site**

**Bulk Meals Provided To:**

Somerset Senior Nutrition Center (Somerset, Tx)

Somerset Senior Nutrition Center

El Carmen Senior Nutrition Center

El Carmen Senior Nutrition Center

Westend Park Senior Nutrition Center

Christ the King Senior Nutrition Center

St. Timothy Senior Nutrition Center

San Juan Senior Nutrition Center

St. Alphonsus Senior Nutrition Center

Salvation Army Hope Senior Nutrition Center

Our Lady of Guadalupe Senior Nutrition Center

St. Jude Senior Nutrition Center

**COMPREHENSIVE NUTRITION PROJECT (CNP)  
BEST VALUE BID  
BID NO. A879-05**

**SENIOR NUTRITION CENTERS RECEIVING PRE-PACKAGED MEALS**

<b><u>Delivery Site</u></b>	<b><u>Pre-packaged Meals Provided To:</u></b>
Harlandale Senior Nutrition Center	Harlandale Senior Nutrition Center St. Henry's Senior Nutrition Center
South San Senior Nutrition Center	St. James Senior Nutrition Center El Centro del Barrio Jewett Apartments Lt. George Cisneros Apartments Kidney Dialysis Program
Westend Park Senior Nutrition Center	West End Senior Nutrition Center St. Timothy Senior Nutrition Center San Juan Senior Nutrition Center St. Alphonsus Senior Nutrition Center St. Jude Senior Nutrition Center Our Lady of Guadalupe Senior Nutrition Center Virginia Gill Apartment Kidney Dialysis Program
Claude Black Senior Nutrition Center	Rolling Oaks Senior Nutrition Center Legacy @ O'Connor Apartments Roseville Apartments Granada Apartments OP Schnabel Apartments St. Margaret Mary's Senior Nutrition Center Fair Avenue Apartments Good Shepherd Apartments New Mt. Pleasant Senior Nutrition Center Our Lady of Sorrows Senior Nutrition Center Kidney Dialysis Program
Holy Family Senior Nutrition Center	Holy Family Senior Nutrition Center
Salvation Army Peacock Senior Nutrition Center	Salvation Army Peacock Senior Nutrition Center
St. Matthews Senior Nutrition Center	St. Matthews Senior Nutrition Center

**COMPREHENSIVE NUTRITION PROJECT (CNP)  
BEST VALUE BID  
BID NO. A879-05**

**SENIOR NUTRITION CENTERS RECEIVING PRE-PACKAGED MEALS Cont.**

<b><u>Delivery Site</u></b>	<b><u>Pre-packaged Meals Provided To:</u></b>
St. Mary Magdalen Senior Nutrition Center	St. Mary Magdalen Senior Nutrition Center Walnut Manor Apartments
St. Anthony Senior Nutrition Center (Elmendorf, Tx)	St. Anthony Senior Nutrition Center
Sacred Heart Senior Nutrition Center	Sacred Heart Senior Nutrition Center
St. Agnes Senior Nutrition Center	St. Agnes Senior Nutrition Center
Kenwood Senior Nutrition Center	Kenwood Senior Nutrition Center Kenwood Apartments Madonna Apartments
Comanche Senior Nutrition Center	Comanche Senior Nutrition Center Villa O'Keefe Apartments Matt Garcia Apartments
Bethel Senior Nutrition Center	Bethel Senior Nutrition Center Villa Alegre Apartments
Ella Austin Senior Nutrition Center	Ella Austin Senior Nutrition Center
St. Vincent De Paul Senior Nutrition Center	Meadowood Apartments
El Carmen Senior Nutrition Center	El Carmen Senior Nutrition Center
Somerset Senior Nutrition Center (Somerset, Tx)	Somerset Senior Nutrition Center
Our Lady of Angels Senior Nutrition Center	Our Lady of Angels Senior Nutrition Center



## MENU PLANNER

November 2004

## Menu - Week 1

## MONDAY

## TUESDAY

## WEDNESDAY

## THURSDAY

## FRIDAY

**\*NOTE**

11/01, 11/29

Breaded Chicken (1)  
W/ Gravy  
Mixed Vegetables (4oz)  
Yellow Squash (4oz)  
Apple (1)  
Dinner Roll (1)

11/02, 11/30

Creole Meatloaf (1)  
New Potatoes (4oz)  
Seasoned Spinach (4oz)  
Sliced Peaches (4oz)  
Dinner Roll (1)

11/03

Sausage Dog (1)  
Kraut Salad (4oz)  
Baked Beans (4oz)  
Fruit Cocktail (4oz)  
HD Bun (1)

11/04

Baked Ham Slice (3oz)  
Black-eyed Peas (4oz)  
Carrots (4oz)  
Grapefruit Segments (4oz)  
Wheat Bread (1)

11/05

Chicken Fajitas (4oz)  
Pinto Beans (4oz)  
Garden Salad (1/2c)  
L/F Dressing  
Banana (1)  
Tortilla (1)

## Menu - Week 2

## MONDAY

## TUESDAY

## WEDNESDAY

## THURSDAY

## FRIDAY

11/08

Salisbury Steak (1)  
W/ Brown Gravy  
Scalloped Potatoes (4oz)  
California Blend Veg (4oz)  
Diced Peaches (4oz)  
Wheat Bread (1)

11/09

Baked Chicken Legs (2)  
French Cut Green Beans (4oz)  
Garden Salad (1/2c)  
Orange (1)  
Dinner Roll (1)

11/10

Baked Fish (3oz)  
Tarter Sauce  
Steamed Broccoli (4oz)  
Creamed Style Corn (4oz)  
Mixed Fruit (4oz)  
Wheat Bread (1)

11/11

**FROZEN MEAL**  
Grilled Pork (1)  
W/ Mushroom Gravy  
Seasoned Carrots (4oz)  
English Peas (4oz)  
Apple (1)  
Dinner Roll(1)

11/12

Picadillo (4oz)  
Seasoned Corn (4oz)  
Garden Salad (1/2c)  
L/F Dressing (1)  
Fresh Pear (1)  
Tortilla (1)

## Menu - Week 3

## MONDAY

## TUESDAY

## WEDNESDAY

## THURSDAY

## FRIDAY

11/15

Grilled Chicken (3oz)  
W/ Ranchero Sauce  
Parsley Potatoes (4oz)  
Steamed Zucchini (4oz)  
Apple (1)  
Dinner Roll (1)

11/16

Hamburger Steak (1)  
W/ Gravy  
Mixed Vegetables (4oz)  
Lima Beans (4oz)  
Grapefruit Segments (4oz)  
Wheat Bread (1)

11/17

Hot Dog (1)  
Macaroni and Cheese (4oz)  
Cucumber/Tomato Salad (4oz)  
Orange (1)  
HD Bun (1)

11/18

Chicken Strips (3)  
California Blend Veg (4oz)  
Black-eyed Peas (4oz)  
Diced Peaches (4oz)  
Dinner Roll (1)

11/19

Beef Fajitas (4oz)  
Pinto Beans (4oz)  
Garden Salad (1/2c)  
L/F Dressing (1)  
Banana (1)  
Tortilla (1)



Funded through the Texas Department on Aging  
Alamo Area Council of Governments

Approved By Vendor: \_\_\_\_\_

Approved By: \_\_\_\_\_

\*All meals will include 8oz Milk or Calcium Fortified Juice.

Signature

## MENU PLANNER

November 2004

Menu - Week 4

MONDAY

TUESDAY

WEDNESDAY

THURSDAY

FRIDAY

**\*NOTE**

**\*\* Tomato Slice,  
Lettuce Leaf, Mustard,  
and Salad Dressing**

11/22

Baked Turkey (3oz)  
W/ Poultry Gravy  
Cornbread Dressing (4oz)  
Mashed Potatoes (4oz)  
Sliced Carrots (4oz)  
Cranberry Sauce  
Pumpkin Pie (1 slice)  
Dinner Roll (1)

11/23

Meatballs in Marinara (6)  
Spaghetti w/ Sauce (2oz)  
Seasoned Broccoli (4oz)  
Garden Salad (1/2c)  
Orange (1)  
Dinner Roll (1)

11/24

Breaded Steak (1)  
Sweet Potatoes (4oz)  
Steamed Zucchini (4oz)  
Applesauce (4oz)  
Wheat Bread (1)

11/25

**FROZEN MEAL**  
Baked Chicken Legs (2)  
Buttered Corn (4oz)  
French Cut Green Beans (4oz)  
Pear (1)  
Wheat Roll (1)

11/26

**FROZEN MEAL**  
Oven Baked Hamburger (1)  
Crinkle Cut Fries (4oz)  
California Blend Veg (4oz)  
Apple (1)  
Wheat Roll (1)

Menu - Week 5

Menu - Week

MONDAY

TUESDAY

WEDNESDAY

THURSDAY

FRIDAY



Funded through the Texas Department on Aging  
Alamo Area Council of Governments

Approved By Vendor: \_\_\_\_\_

Approved By: \_\_\_\_\_

Signature

\*All meals will include 8oz Milk or Calcium Fortified Juice.

**COMPREHENSIVE NUTRITION PROJECT (CNP)  
BEST VALUE BID  
BID NO. A879-05**

**EMERGENCY MEAL FOOD ITEMS**

MEAL SUGGESTION #1:

Ravioli in Tomato Sauce (#10 cans)  
Saltine Crackers  
Peas & Carrots (#10 cans)  
Peanut Butter (Individually Packaged)  
Apple Juice

MEAL SUGGESTION #2:

Beef Stew (#10 cans)  
Saltine Crackers  
Green Beans (#10 cans)  
Juicy Gels or Apple Sauce Cups  
Apple Juice

**COMPREHENSIVE NUTRITION PROJECT (CNP)  
BEST VALUE BID  
BID NO. A879-05**

**BREAKFAST MENUS**

BREAKFAST MENU #1:

Potato & Egg Breakfast Tacos - 2 each  
Breakfast Sausage Patty - 1 each  
Mixed Fruit - 4 oz.  
Calcium Fortified Juice - 4 oz.  
Milk - 8 oz.

BREAKFAST MENU #2:

Eggs, Scrambled - 4 oz.  
Breakfast Sausage Patty - 1 each  
Tortilla - 1 each  
Canned Fruit - 4 oz.  
Calcium-Fortified Juice - 4 oz.  
Milk - 8 oz.

**COMPREHENSIVE NUTRITION PROJECT (CNP)  
BEST VALUE BID  
BID NO. A879-05**

**SACK LUNCH MENUS**

SACK LUNCH MENU #1:

Ham & Cheese Sandwich on Wheat  
(2 slices of bread; 2 slices of ham; 1 slice cheese)  
Individually Packaged Mustard/Mayonnaise  
Fresh Fruit or Fruit Cup  
Chips  
Milk (8 oz)

SACK LUNCH MENU #2:

Turkey & Cheese Sandwich on Wheat  
(2 slices of bread; 2 slices of ham; 1 slice cheese)  
Individually Packaged Mustard/Mayonnaise  
Fresh Fruit or Fruit Cup  
Chips  
Milk (8 oz)

SACK LUNCH MENU #3:

Peanut Butter & Jelly Sandwich on Wheat  
Fresh Fruit or Fruit Cup  
Chips  
Milk (8 oz)

<b>Holiday Schedule</b>
-------------------------

Holiday	Day	Date
Veteran's Day	Thursday	November 11, 2004
Thanksgiving Day	Thursday	November 25, 2004
Thanksgiving Holiday	Friday	November 26, 2004
Christmas Eve	Friday	December 24, 2004
New Year's Eve	Friday	December 31, 2004
Martin Luther King Day	Monday	January 17, 2005
President's Day	Monday	February 21, 2005
Good Friday	Friday	March 25, 2005
Fiesta San Jacinto Day	Friday	April 22, 2005
Memorial Day	Monday	May 30, 2005
Independence Day	Monday	July 4, 2005
Labor Day	Monday	September 5, 2005

**CITY OF SAN ANTONIO  
SHORT TERM LICENSE AGREEMENT FOR  
DAY USE OF CITY KITCHEN FACILITY**

ECMS #

This License Agreement (“*LICENSE*”), dated this [ ] day of [ ], 2004, is made and entered into by and between the City of San Antonio (“*CITY*”) a municipal corporation of the State of Texas, acting by and through its Director of Department of Community Initiatives, and [ ] (“*LICENSEE*”), for the following express purposes and conditions, all of which the *LICENSEE* hereby covenants and agrees with *CITY* to keep and perform.

WITNESSETH:

WHEREAS, *CITY* is the owner and operator of the [ ] (*facility*) in San Antonio, Texas; and

WHEREAS, *LICENSEE* and *CITY* desire to enter into an agreement specifying the terms and conditions under which *LICENSEE* will use a specified area of said property for use of the kitchen, as defined below, and all related activities;

NOW THEREFORE, for and in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

I. DEFINITIONS

- 1.1 CITY means San Antonio, a municipal corporation of the State of Texas.
- 1.2 [ ] (*Facility*) means the (*Define Facility*).
- 1.3 Director of Department of Community Initiatives (“*DIRECTOR*”) means the Director of the Department of Community Initiatives or his designee.
- 1.4 Event means the use of the kitchen for and its related food preparation permanent equipment for the sole purpose of preparing sample meals as a part of the City of San Antonio Invitation for Bids # A879-05.
- 1.5 Food preparation equipment means stoves, ovens, microwaves, convection ovens, food preparation area and sinks. *LICENSEE* shall not use City’s refrigeration, warming trays, pots, pans, utensils, and cleaning supplies.

II. SCOPE

- 2.1 The Event shall be the preparation of sample meals as a part of the City of San Antonio Invitation for Bids # A879-05 and shall include all the related activities defined herein and in any attachments hereto. It is understood by *LICENSEE* that Event shall include only the activities outlined and any changes to

the Event activities must receive the prior written approval of the DIRECTOR. If changes are made to the Event activities without prior written approval by the DIRECTOR, the CITY, at its option, shall have the right to terminate this Agreement and the LICENSEE shall forfeit, as liquidated damages, the security deposit required by Section 4.4.

### III. TERM

- 3.1 That CITY, for and in consideration of the rents, covenants and promises herein contained to be kept, performed and observed by LICENSEE, does hereby agree to furnish certain space, hereinafter called LICENSED PREMISES, located in the (facility), City of San Antonio, Bexar County, Texas, as designated below, and LICENSEE agrees as consideration hereof and as payment for the right herein granted to use the LICENSED PREMISES to pay CITY as follows:

<u>Commencement Date/Time</u>	<u>Licensed Premises</u>	<u>Rental Fee Due</u>	<u>Estimated</u>
<u>Minimum Total Due/Date</u>			

- 3.2 The term shall commence on \_\_\_\_\_ and end on \_\_\_\_\_.

- 3.3 Use by LICENSEE shall commence \_\_\_\_\_ and conclude on \_\_\_\_\_.

- 3.4 The Event Day is \_\_\_\_\_.

### IV. PAYMENT

- 4.1 In consideration for the license to use the LICENSED PREMISES as provided for in this Agreement, LICENSEE shall pay CITY the rental fee set forth above in Section 3.1.
- 4.2 LICENSEE agrees to pay to CITY on demand any and all sums which may be due CITY for additional services, accommodations or materials as may be requested by LICENSEE as provided in Article V entitled "PERSONNEL AND SERVICES." Total balance owed for rents and/or additional services is due the final day of the event. Interest at the highest rate allowed by Texas Law will be assessed to any unpaid balance after 30 days from the due date.
- 4.3 This license agreement was approved by CITY Ordinance # \_\_\_\_\_, dated February 6, 2003.



## V. PERSONNEL AND SERVICES

- 5.1 *LICENSEE* shall employ sufficient qualified personnel as may be required for the proper use and occupancy of the (facility). *LICENSEE* agrees that each person employed by *LICENSEE* to provide services in the (facility) will at all times maintain a neat and clean appearance and conduct himself/herself in a polite and professional manner. *LICENSEE* agrees to replace any such employee failing to do so upon notice by *DIRECTOR*.
- 5.2 Should *LICENSEE* require additional services, accommodations or materials other than those ordinarily provided for the *LICENSED PREMISES*, which the *DIRECTOR* agrees could be provided by *CITY* and *LICENSEE* desires *CITY* to provide those services, *LICENSEE* shall make a written request for said services no later than 3 days prior to the Commencement Date. *LICENSEE* agrees to pay on demand any and all sums which may be due *CITY* for said additional services. Such payment shall be made to *CITY* at the office of the Director of Department of Community Initiatives, 151 Plaza de Armas, Ste 210, San Antonio, TX 78205. Total balance owed for additional services is due on the final day of the event. Interest at the highest rate allowed by Texas Law will be assessed to any unpaid balance after 30 days from the due date.

## VI. INSURANCE REQUIREMENTS

- 6.1 Prior to the commencement of any work under this *LICENSE*, *LICENSEE* shall furnish an original completed Certificate(s) of Insurance to *CITY*'s (facility) and City Clerk's Office, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to *CITY*. *CITY* shall have no duty to pay or perform under this *LICENSE* until such certificate shall have been delivered to the *CITY*'s (facility) and the City Clerk's Office, and no officer or employee, other than the *CITY*'s Risk Manager, shall have authority to waive this requirement.
- 6.2 *CITY* reserves the right to review the insurance requirements of this article during the effective period of this *LICENSE* and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by *CITY*'s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this *LICENSE*, but in no instance will *CITY* allow modification whereupon *CITY* may incur increased risk.
- 6.3 *LICENSEE*'S financial integrity is of interest to *CITY*, therefore, subject to *LICENSEE*'S right to maintain reasonable deductibles in such amounts as are approved by *CITY*, *LICENSEE* shall obtain and maintain in full force and effect for the duration of this *LICENSE*, and any extension hereof, at *LICENSEE*'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to *CITY*, in the following types and amounts:

	<u>TYPE</u>	<u>AMOUNT</u>
1.	Workers' Compensation** Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
2.	Commercial General (public) Liability Insurance to include coverage for the following:	
	a. Premises operations	
	*b. Independent contractors	Bodily Injury and Property
	c. Products/completed operations	Damage of \$1,000,000 per
	d. Personal Injury	occurrence, with a \$2,000,000
	e. Contractual liability	General Aggregate, or its equivalent,
	*f. Explosion, collapse, underground	in umbrella or excess liability coverage
	g. Broad form property damage, to include fire legal liability	
3.	Business Automobile Liability	Combined Single Limit for Bodily Injury and Property Damage of
	a. Owned/lease vehicles	\$1,000,000 per occurrence
	b. Non-owned vehicles	
	c. Hired vehicles	

\*If applicable

\*\*Alternate insurance or indemnity plans to workers' compensation/employers' liability must be submitted for review and approval by CITY's Risk Manager

6.4 *CITY* shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by *CITY*, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by *CITY*, *LICENSEE* shall exercise reasonable efforts to accomplish such changes in policy coverage and shall pay the cost thereof.

6.5 *LICENSEE* agrees that, with respect to the above required insurance, all insurance agreements and Certificate(s) of Insurance will contain the following required provisions:

Name *CITY* and its officers, employees, volunteers and elected representatives as additional insureds with respect to operations and activities of, or on behalf of, the named insured performed under agreement with *CITY*, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to *CITY* where *CITY* is an additional insured shown on the policy;

Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of *CITY*.

6.6 *LICENSEE* shall notify *CITY* in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days

notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to *CITY* at the following address:

*Department of Community Initiatives  
Office of the Director  
ATTN: Contracts Coordinator  
115 Plaza de Armas, Ste 210  
San Antonio, TX 78205*

- 6.7 If *LICENSEE* fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, *CITY* may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement; however, procuring of said insurance by *CITY* is an alternative to other remedies *CITY* may have, and is not the exclusive remedy for failure of *LICENSEE* to maintain said insurance or secure such endorsement. In addition to any other remedies *CITY* may have upon *LICENSEE*'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, *CITY* shall have the right to order *LICENSEE* to stop work hereunder, and/or withhold any payment(s) which become due to *LICENSEE* hereunder until *LICENSEE* demonstrates compliance with the requirements hereof.
- 6.8 Nothing herein contained shall be construed as limiting, in any way, the extent to which *LICENSEE* may be held responsible for payments of damages to persons or property resulting from *LICENSEE*'S or its subcontractors' performance of the work covered under this *LICENSE*.

## VII. INDEMNITY

- 7.1 **LICENSEE covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, CITY and the elected officials, employees, agents, officers, directors, consultants, subconsultants, contractors, subcontractors, volunteers, representatives, other licensees, and invitees of CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon CITY, directly or indirectly arising out of, resulting from or related to LICENSEE's activities, including LICENSEE's Work, or CITY's activities under this LICENSE, including any acts or omissions of LICENSEE, and any respective agent, officer, director, representative, employee, consultant, subconsultant, contractor, subcontractor, sublicensee, assignee, invitee, volunteer or service provider of LICENSEE, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this LICENSE, all without, however, waiving any governmental immunity available to CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, CONSULTANTS, SUBCONSULTANTS, CONTRACTORS, SUBCONTRACTORS, VOLUNTEERS, REPRESENTATIVES, OTHER LICENSEES, AND INVITEES OF CITY, UNDER THIS**

**AGREEMENT.** The provisions of this indemnification are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any person or entity. LICENSEE shall promptly advise CITY in writing of any claim or demand against CITY or LICENSEE known to LICENSEE related to or arising out of LICENSEE's activities or CITY's activities or any other party's activities under this LICENSE and shall see to the investigation and defense of such claim or demand at LICENSEE's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving LICENSEE of any of its obligations under this ARTICLE.

- 7.2 It is the EXPRESS INTENT of the parties to this LICENSE, that the INDEMNITY provided for in this ARTICLE is an INDEMNITY extended by LICENSEE to INDEMNIFY, PROTECT and HOLD HARMLESS CITY from the consequences of CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this ARTICLE SHALL APPLY only when the NEGLIGENT ACT of CITY is a CONTRIBUTORY CAUSE of the resultant injury, death or damage, and shall have no application when the negligent act of CITY is the sole cause of the resultant injury, death or damage. LICENSEE further AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF CITY AND IN THE NAME OF CITY, any claim or litigation brought against CITY and its elected officials, employees, agents, officers, directors, consultants, subconsultants, contractors, subcontractors, volunteers, representatives and invitees in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

#### VIII. RISK AND SECURITY

- 8.1 LICENSEE assumes all risk of damage to its property and/or the loss by theft or otherwise, of any property of the LICENSEE, its employees, and/or its exhibitors, and no claim shall be made upon CITY for any such loss unless same is due to (i) the sole negligence of CITY or (ii) an intentional or willful tort committed by CITY as determined by a court of law. LICENSEE shall be responsible for the provision of security during the term of this Agreement for any property brought onto the grounds of the LICENSED PREMISES by LICENSEE, its employees, and/or its purveyors.

#### IX. LICENSEE PROPERTY

- 9.1 PROPERTY OF THE LICENSEE. All property of the LICENSEE shall be removed from the LICENSED PREMISES on or before [ ] o'clock, [ ] on the [ ] day of [ ], [ ]. In the event that the above stated area is not vacated by LICENSEE on the date above named, CITY is hereby authorized to remove from said area and to store, or dispose of, at the expense of LICENSEE all personal property of any and all kinds and description which may then be occupying the LICENSED PREMISES. CITY shall not be liable for any damages to or loss of such personal property which may be sustained due to such disposal, removal or resulting from the place to which it may be removed. CITY is hereby expressly released from any and all claims for any damages of whatever kind or nature.

## X. CANCELLATION BY CITY

- 10.1 Violation by *LICENSEE* of any covenant, agreement or condition contained herein shall be cause for termination hereof by *CITY*. Should this Agreement be terminated by *CITY*, *LICENSEE* forfeits any payment already made. Written notice of such termination will be given to *LICENSEE* by *DIRECTOR*. *LICENSEE* waives any and all claims for damages against *CITY* resulting from such cancellation.

## XI. RESTRICTIONS

- 11.1 ALTERATIONS AND DAMAGES. *LICENSEE* will not cause or permit any nails or any other things to be driven into any portion of the (facility), nor cause or permit any changes, alterations, repairs, painting or staining of any part of the *LICENSED PREMISES* or furnishing or the equipment thereof, nor do or permit to be done anything which will damage or change the finish or appearance of the (facility) or the furnishings thereof. Tape or other adhesive materials may not be applied to walls or other surfaces of the licensed premises without the prior approval of *DIRECTOR*. *LICENSEE* will pay the costs of repairing any damages which may be done to the *LICENSED PREMISES* or any of the fixtures, furniture or furnishings thereof by an act of *LICENSEE* or any of *LICENSEE'S* employees or agents or anyone visiting the *LICENSED PREMISES* upon the invitation of *LICENSEE*, and shall return the *LICENSED PREMISES* to the same condition it was in at outset of the term of this *LICENSE*. *DIRECTOR* shall determine whether any damage has been done, the amount of the damage, the reasonable cost of repairing it, and whether, under the terms of *LICENSE*, *LICENSEE* is to be held responsible.

## XII. MISCELLANEOUS

- 12.1 CONTROL OF BUILDING. In furnishing the *LICENSED PREMISES*, *CITY* reserves the right to control the management thereof, and to enforce all necessary and proper rules for the management and operation of said premises. *CITY* likewise reserves the right, through its *DIRECTOR*, or *CITY'S* Police Officers, to eject any objectionable persons from said building, and upon the exercise of this authority, *LICENSEE* hereby waives any right and all claims for damages against *CITY*, or any of its agents, officials, or employees.
- 12.2 RESPONSIBILITY FOR DAMAGE. If said *LICENSED PREMISES*, or any portion of said *LICENSED PREMISES*, during the term of this *LICENSE* shall be damaged by the act, default or negligence of *LICENSEE*, or of *LICENSEE'S* agent, employees, patrons, guests, or any person admitted to the said *LICENSED PREMISES* by *LICENSEE*, *LICENSEE* will pay to *CITY*, upon demand, such sum as shall be necessary to restore said *LICENSED PREMISES* to its present condition. *LICENSEE* hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said *LICENSED PREMISES*, or to any portion of said building with the consent of *LICENSEE'S* employees or any person acting for or on behalf of *LICENSEE*.
- 12.3 RELEASE OF SPACE. Should *LICENSEE* release all or any portion of the *LICENSED PREMISES* described herein, *LICENSEE* will forfeit all payment made on the released space, unless the released space is re-booked to another party. *LICENSEE* understands that *CITY* is under no obligation to re-book the *LICENSED PREMISES* for the account of *LICENSEE*.

- 12.4 IMPOSSIBILITY OF FACILITY USE. If the (a) (facility) or any portion thereof be destroyed or damaged by fire or other calamity so as to prevent the use of the *LICENSED PREMISES* for the purposes and during the periods specified in this *LICENSE*, or (b) if the use of the *LICENSED PREMISES* by *LICENSEE* shall be prevented by an act of God, strike, lockout, material or labor shortage, restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of *CITY*, then this *LICENSE* shall terminate. *CITY* shall not be liable or responsible to *LICENSEE* for any damages caused thereby and *LICENSEE* hereby waives any claim against *CITY* for damages by reason of such terminations, except that any unearned portion of the rent due thereunder shall abate, or, if previously paid, shall be refunded by *CITY* to *LICENSEE*.
- 12.5 RELOCATION. *CITY* reserves the right to relocate *LICENSEE* to an alternate space within the (facility) which is suitable for the use of *LICENSEE* should such relocation become necessary. In the event of such relocation, this agreement shall continue in full force and effect with the new location substituted for the old location. *CITY* shall use its best efforts to avoid any unnecessary inconvenience to *LICENSEE*.
- 12.6 COMPLIANCE WITH LAW. *LICENSEE* shall not do, nor suffer to be done, anything on the *LICENSED PREMISES*, during the term of this *LICENSE*, in violation of the laws of the United States, the State of Texas, or any of the ordinances of *CITY*. Further, *LICENSEE* shall obey all rules and regulations of *CITY* for the government and management of the (facility), together with all rules and requirements of the police and fire departments of *CITY*. *LICENSEE* agrees that every employee, agent or invitee connected with the purpose for which the premises are licensed shall abide by, conform to and comply with all and any such rules, laws, and ordinances. If the attention of said *LICENSEE* is called to such violations, *LICENSEE* will immediately desist from and correct such violations.
- 12.7 VENUE. This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this *LICENSE* shall be in Bexar County, Texas. This *LICENSE* is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.
- 12.8 ATTORNEYS FEES. If *CITY* is required to file suit to collect any amount owed it under this *LICENSE* for *LICENSEE'S* use of the *LICENSED PREMISES*, *CITY* shall be entitled to collect reasonable attorney's fees.
- 12.9 NON-DISCRIMINATION. *LICENSEE*, its agents, and employees agree not to discriminate on account of race, color, religion, national origin, gender, or handicapped condition in the use of the *LICENSED PREMISES*.
- 12.10 NON-WAIVER. No waiver by *CITY* of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.
- 12.11 SEVERABILITY. In case any one or more of the provisions contained in this *LICENSE* shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this *LICENSE* shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

12.12.1NOTICES. Any notices required or appropriate under this *LICENSE* shall be given in writing to *LICENSEE* at the address shown below, and to City, c/o

Director of Department of Community Initiatives  
115 Plaza de Armas, Ste. 210  
San Antonio, TX 78205

LICENSEE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12.13 HEADINGS. The paragraph headings contained herein are for convenience of reference and are not intended to define, extend, or limit any provisions of this *LICENSE*.

12.14 PERSONAL LICENSE. This *LICENSE* is personal to *LICENSEE*. It is nonassignable and any attempt to assign this *LICENSE* will terminate all rights and privileges herein granted.

12.15 ENTIRE AGREEMENT. This *LICENSE* contains the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon, and supersedes all other agreements, oral or otherwise, regarding the subject matter of this *LICENSE*, none of which shall hereafter be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representation not herein written or contained in Addendum(s) [REDACTED] and information sheet, which are attached hereto and incorporated herein. *(if applicable)*

12.16 LOANED EQUIPMENT. *LICENSEE* is responsible for the proper storage, collection and prompt return of the loaned devices to the facilities at the end of the event and will be charged for any damage, loss or theft of the system or associated equipment. *LICENSEE* assumes all responsibilities for equipment failure and holds the City harmless for equipment failure or damages resulting thereof.

12.17 The signer of this *LICENSE* for *LICENSEE* hereby represents that he or she has full authority to execute this *LICENSE* on behalf of *LICENSEE*

CITY OF SAN ANTONIO

BY: \_\_\_\_\_

*Dennis J. Campa*

*Director Department of Community Initiatives*

LICENSEE

BY: \_\_\_\_\_

*Authorized Agent*

EXECUTED THIS DAY: \_\_\_\_\_

EXECUTED THIS DAY: \_\_\_\_\_